EXHIBIT E

LIMITED LIABILITY COMPANY INTEREST ASSIGNMENT AGREEMENT

THIS LIMITED LIABILITY COMPANY INTEREST ASSIGNMENT AGREEMENT (this "Agreement") is made and effective as of this Zar day of December, 2015, by and between SARID DRORY, as assignor ("Assignor"), and STEPHANIE SCHULMAN, as assignee ("Assignee").

RECITALS:

WHEREAS, Assignor owns 50% of the limited liability company interest in Artisanal 2015 LLC, (the "Company") a New York limited liability company;

WHEREAS, on account of obligations and indebtedness owed by Assignor to Assignee that remain in default and unpaid to Assignee, Assignor intends to transfer, assign and convey to Assignee 49% of the limited liability company interest in the Company (the "Interest") and Assignee wishes to accept and assume the Interest pursuant to this Agreement; and

WHEREAS, Assignor intends to retain a 1% non-profit participating interest in the Company in order to manage the Company as may be required to comply with any requirements the Company may be subject to, including compliance with any applicable liquor license regulations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1.1 <u>Recitals</u>. The recitals are hereby incorporated into this Agreement as if fully set forth herein.
- 1.2 <u>Assignment and Assumption</u>. Assignor hereby assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Interest free and clear of all liens, claims or encumbrances of any kind, and Assignee hereby accepts such assignment and assumes all of the obligations of Assignor with respect to the Interest.
 - 1.3 Representations and Warranties.
- (a) <u>Representations and Warranties of Assignor</u>. Assignor represents and warrants that the statements contained in this <u>Section 1.3(a)</u> are true and correct as of the date of this Agreement.
 - (i) This Agreement has been duly and validly executed and delivered by Assignor. This Agreement constitutes a valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting generally the enforcement of creditors' rights and remedies and general principles of equity, including any limitations on

the availability of the remedy of specific performance or injunctive relief, regardless of whether specific performance or injunctive relief is sought in a proceeding at law or in equity.

- (ii) Assignor owns Assignor's Interest free and clear of any restriction on transfer, lien, claim, pledge, hypothecation and other encumbrance, option, warrant, purchase right, contract, commitment, and demand.
- (iii) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the performance of Assignor's obligations hereunder by it will not conflict with, or result in any violation of or default under, any provision of any governing instrument applicable to it, or any agreement or other instrument to which it is a party or by which it or any of its properties are bound, or any decree, order, statute, rule or regulation applicable to it or its business or properties. No consent or approval by any other person or entity is required for the valid assignment by the Assignor to the Assignee of the Interest.
- (b) <u>Representations and Warranties of Assignee</u>. Assignee represents and warrants that the statements contained in this <u>Section 1.3(b)</u> are true and correct as of the date of this Agreement.
 - (i) This Agreement constitutes a valid and binding obligation of Assignee, enforceable against Assignee in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting generally the enforcement of creditors' rights and remedies and general principles of equity, including any limitations on the availability of the remedy of specific performance or injunctive relief, regardless of whether specific performance or injunctive relief is sought in a proceeding at law or in equity.
 - (ii) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the performance of Assignee's obligations hereunder by it will not conflict with, or result in any violation of or default under, any provision of any governing instrument applicable to it, or any agreement or other instrument to which it is a party or by which it or any of its properties are bound, or any decree, order, statute, rule or regulation applicable to it or its business or properties. No consent or approval by any other person or entity is required for it to accept the assignment of the Interest hereunder by Assignor to Assignee.
 - (iii) No action or proceeding has been instituted or threatened against Assignee before a court or other government body or by any public authority to restrain or prohibit the acquisition of the Interest hereunder.

1.4 Miscellaneous.

(a) <u>No Third-Party Beneficiaries</u>. This Agreement shall not confer any rights or remedies upon any person other than Assignor and Assignee and their respective successors and permitted assigns.

(b) Severability; Automatic Reformation.

- (i) All rights, powers and remedies provided in this Agreement (A) may be exercised only to the extent that the exercise thereof does not violate any applicable law and (B) are intended to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable.
- (ii) If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by the law while most nearly preserving its original intent.
- (iii) Notwithstanding the foregoing, if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect and cannot be reformed as set forth in Section 1.4(b)(ii) above, then such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but the balance of this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been included.
- (c) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York.
- (d) <u>Integration</u>. This Agreement sets forth the entire understanding of the parties to this Agreement with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, whether oral or written, relating thereto.
- (e) <u>Successors and Assigns</u>. This Agreement shall bind and inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

ASSIGNOR:

SARID DRORY

ASSIGNEE:

STEPHANIE SCHULMAN